Certified Translation

[Translated from Spanish (except for title page); two sets of initials on left margin of title page and first six pages of document]

EXHIBIT

CEMEX
PUERTO RICO

Cement Plant Defined Structures and Equipments [sic] Demolition
Requirements and Scope of Work

Done by
Jose M. Fraticelli
Maintenance Manager
September 15, 2006

Authorized by
Ramiro Lozano
Cement Operations Director

I, Juan E. Segarra, USCCI/Translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

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AGREEMENT ON DEMOLITION AND SALE OF SCRAP

We, **CEMEX (Puerto Rico)**, number 66-0189552, a company domiciled in Ponce, Puerto Rico, represented herein by Juan T. Emmanuelli, **and Canopy Ecoterra (PURCHASER)** agree to execute this agreement to be signed for dismantling and sale of scrap, which will be governed by the laws of the Commonwealth of Puerto Rico and the clauses hereinbelow, which are binding for both parties:

FIRST: CEMEX is the owner of Annex A.

SECOND: Canopy Ecoterra wishes to acquire the scrap resulting from the demolition of Annex A, which will be undertaken by Canopy Ecoterra, for the price indicated below.

THIRD: The price agreed on by the parties is $23 a ton, in legal currency of the United States of America, which Canopy Ecoterra will pay CEMEX PER TON ON SITE within 90 days of the removal of the material. This price INCLUDES the demolition of Annex A.

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FOURTH: The calculation of the amount to be paid shall be determined for all material, which will be weighed.

FIFTH: The parties estimate that the amount of scrap is 7000 tons (it could be more, according to the amount obtained in the demolition).

SIXTH: As special conditions and conditions for the demolition, the parties covenant the following:

1. THE PURCHASER shall provide a mechanical or hydraulic lifting system (crane) that will allow for lowering each piece step by step to ground level. The crane may be a mobile or modular stationary crane with an appropriate capacity. Depending on the size of the crane that is utilized, if it were necessary to demolish any building, said building shall be reconstructed by THE PURCHASER according to the portion that was demolished. All equipment used shall be of the appropriate size or capacity for the weight and volume of the pieces that are to be moved.

2. For safety reasons, throwing objects of any kind from a higher level to the ground will not be allowed. For smaller pieces and slab pieces, the use of a basket is recommended.

3. As for the kilns, it should be taken into account that they are lined with brick or refractory concrete of a considerable weight, which shall be removed in a safe manner until reaching the ground, to be then transferred

to the designated point at the plant, pending such time as THE PURCHASER disposes of such outside the plant.

4. When lifting or lowering objects, care shall be taken to avoid damaging nearby structures, whether a kiln, storage silos, walkways, buildings and their roofs. If there is any damage done to a structure resulting from the demolition work carried out by THE PURCHASER, such damage shall be completely repaired at the expense of Canopy Ecoterra.

5. In order to carry out demolition work, THE PURCHASER shall ensure that both the lifting equipment and the operators of said equipment are to be of an appropriate capacity and have sufficient knowledge and experience to move irregularly shaped pieces, weights [sic] and considerable heights [sic].

6. THE PURCHASER shall have all appropriate insurance policies in effect and show evidence thereof prior to initiating the work. THE PURCHASER shall also submit in advance (a week before) an up-to-date list of personnel engaged in the work with their respective functions and a list of the equipment that enters the plant.

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7. During the dismantling process, Canopy Ecoterra shall maintain a safety inspector at all times, who shall supervise each phase and movement of the pieces and shall be a person other than the foreman.

8. For safety reasons, the demolition work and movement of the pieces from the area shall only be carried out during daylight hours. Work will not be allowed at night or under poor visibility.

9. CEMEX shall not be liable in any manner for the rent or lease of mobile equipment or tools.

10. For safety reasons, persons working under contract or contractors will not be allowed to walk around nearby areas or the rest of the plant.

11. The Plan Director shall assign a designated area for storage of materials during the dismantling process.

12. The dismantling of structures shall be as mentioned in Annex A.

13. The maximum time for dismantling the equipment is 365 days, and once dismantling work is completed, the maximum time allowed for removing the material and disposing of waste is 30 days.

14. THE PURCHASER shall ensure the existence and proper operation of one portable sanitary facility for every 8 people for the duration of the dismantling work.

15. In the event that any unsafe activity or activity that fails to comply with safety rules is observed, CEMEX reserves the right to interrupt the work partially or completely and continue at such time as the situation is corrected or when CEMEX should deem advisable.

16. THE PURCHASER agrees to respect all CEMEX safety standards within the plant, as well as using personal protection equipment, such as hardhats, safety glasses, face masks, gloves, etc. (a safety manual will be provided).

17. CEMEX shall provide a space where THE PURCHASER will be able to set up a warehouse for tool storage and an area for meals; no meal preparation or lodging will be allowed in this area. THE PURCHASER shall keep the area clean and neat, during and after completion of work.

18. In the event that during the demolition process CEMEX should have a specific need for material that is inside the structure, CEMEX shall have the option of retaining said material.

SEVENTH: It is clearly stated that THE PURCHASER shall employ PURCHASER's own personnel in the demolition work, for which reason THE PURCHASER assumes full liability for any accident or damage caused to PURCHASER'S personnel or to CEMEX personnel or facilities. To this effect THE PURCHASER

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15. In the event that any unsafe activity or activity that fails to comply with safety rules is observed, CEMEX reserves the right to interrupt the work partially or completely and continue at such time as the situation is corrected or when CEMEX should deem advisable.

16. THE PURCHASER agrees to respect all CEMEX safety standards within the plant, as well as using personal protection equipment, such as hardhats, safety glasses, face masks, gloves, etc. (a safety manual will be provided).

17. CEMEX shall provide a space where THE PURCHASER will be able to set up a warehouse for tool storage and an area for meals; no meal preparation or lodging will be allowed in this area. THE PURCHASER shall keep the area clean and neat, during and after completion of work.

18. In the event that during the demolition process CEMEX should have a specific need for material that is inside the structure, CEMEX shall have the option of retaining said material.

SEVENTH: It is clearly stated that THE PURCHASER shall employ PURCHASER's own personnel in the demolition work, for which reason THE PURCHASER assumes full liability for any accident or damage caused to PURCHASER'S personnel or to CEMEX personnel or facilities. To this effect THE PURCHASER expressly states that THE PURCHASER holds all necessary insurance policies to assume employer liability with regard to PURCHASER's personnel and civil liability with regard to Cemex and Cemex officials.

EIGHTH: THE PURCHASER shall assume sole liability for any damage or accident occurring to PURCHASER's personnel or in the process of dismantling, transferring, and storage, and CEMEX is hereby held harmless with regard to any such damage or accidents.

NINTH: CEMEX may accelerate the termination of this agreement *ipso jure* if THE PURCHASER fails to perform any of the conditions and obligations set forth in the Sixth, Seventh, and Eighth clauses.

TENTH: THE PURCHASER agrees to maintain the confidentiality of commercial and technical information regarding CEMEX activities to which THE PURCHASER has access during the work set forth in this agreement, and shall not disclose such directly or indirectly to third parties.

*If work is delayed due to a *force majeure* event (whether a hurricane, earthquake or any other kind not mentioned in this agreement) or it is found that the total amount of material collected is less than 50%

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of the amount listed in the Fifth clause, profits shall be divided in equal parts.

(signed)	(signed)
Ignacio Barsottelli	Juan T. Emmanuelli
Canopy Ecoterra	Cemex de Puerto Rico, Inc.

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